

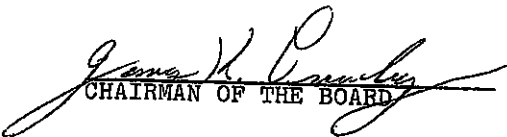
AN ORDINANCE REGARDING THE VILLAGE OF WOOD HEIGHTS, MISSOURI ENTERING INTO AN AGREEMENT WITH HICKORY HILLS MOBILE HOME PARK LTD. CONCERNING SEWAGE DISPOSAL IN WOOD HEIGHTS AND THE AREA ADJACENT TO WOOD HEIGHTS, AND AUTHORIZING THE CHAIRMAN OF THE BOARD AND VILLAGE CLERK TO EXECUTE SAID AGREEMENT.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION 1. That the Village of Wood Heights, Missouri, enter into an Agreement with Hickory Hills Mobile Home Park, Ltd. concerning sewage disposal in Wood Heights and the area adjacent to it, a true copy of which Agreement is attached hereto, and the Chairman of the Board of Trustees of the Village and the Village Clerk are hereby authorized and directed to execute said Agreement in behalf of the Village.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed by the Board of Trustees and approved by the Chairman this 22nd day of March, 1973.

  
CHAIRMAN OF THE BOARD

ATTEST:

  
(CLERK)

COOPERATIVE AGREEMENT FOR  
EXPANSION OF SEWAGE TREATMENT  
AND INTERCEPTOR FACILITIES  
IN VILLAGE OF WOOD HEIGHTS, MISSOURI

THIS AGREEMENT OF COOPERATION, made and entered into this 22<sup>nd</sup> day of March, 1973, pursuant to the power and authority of Section 70.220, Revised Statutes of Missouri, 1959, as amended, by and between the VILLAGE OF WOOD HEIGHTS, a municipal corporation of the State of Missouri, party of the first part, (hereinafter referred to as "Village") and HICKORY HILLS MOBILE HOME PARK, LTD., a partnership, party of the second part (hereinafter referred to as "Hickory").

WITNESSETH:

WHEREAS, Hickory is owner of the land outlined on Exhibit "A", adjacent to the easterly boundary of the Village now being developed as a mobile home park, said land being hereinafter referred to as the "Park", and

WHEREAS, the Environmental Protection Agency and Cleaner Commission require, in most cases, that adjacent sewage systems be combined, if possible, to provide the minimum of separate sewage treatment facilities, and

WHEREAS, the Mid America Regional Council requires that planning of all facilities including sewerage in the metropolitan area be coordinated with the area's Masterplans, if developed. If not developed, a Masterplan must be developed for consideration with any interim or immediate plans proposed, and

WHEREAS, Hickory is willing to cooperate with the Village in the development of the required Masterplan for sewage disposal, and

WHEREAS, the Village is willing to accept the sewage from the Park and to cooperate with Hickory in the development of a plan meeting the requirements of the Federal and State Agencies and MARC for sewage disposal in the area, providing that such acceptance and cooperation does not impose additional expense upon the Village.

NOW THEREFORE, in consideration of the premises, of the performance of the covenants hereinafter set out, it is mutually agreed,

(a) The Village, at Hickory's expense, shall enter into an agreement with a reputable consulting engineering firm whose services shall include the preparation of a Masterplan study and Report for the Village and surrounding areas for sewage disposal as required by Federal and State Governments and the Mid America Regional Council. The agreement shall also include engineering services for (1) preparation of Drawings and specifications for construction of facilities approved by the City and Hickory, (2) engineering services during construction and (3) additional engineering services during and following construction as approved by the City and Hickory.

(b) The Village shall review the plan or plans proposed by the Consulting Engineers and within a reasonable time adopt a plan for development which includes the acceptance of the sewage from the Park.

(c) The Village at Hickory's expense, shall prepare and file with the Clean Water Commission of Missouri an application for State and Federal funds as provided for in the laws and regulations in effect at the time for the construction of the improvements to the Village's system required to serve the Park's projected sewage flow.

(d) The Village shall advertise for Bids and cause to be constructed the improvements required in accordance with the plans, specifications and other contract documents.

(e) Construction costs of the required improvements including eligible overhead costs shall be paid by the Village from funds made available to the Village by the Missouri Clean Water Commission, the Environmental Protection Agency in the form of State and Federal grants respectively, and by Hickory. Said construction shall be commenced only after the plans and specifications and other contract documents have received the approval of the Missouri Clean Water Commission and Hickory; and all funds have been committed for its completion.

(f) The Village shall be responsible for acquiring new easements and lands required for the project at the expense of Hickory. All such acquisitions shall be obtained as required by law for projects involving federal grants and by the regulations of the Environmental Protection Agency.

sum of Three thousand

(\$3,000.00) dollars, and additional funds if and as required to complete the studies and report. This sum shall be known as the "escrow account" and shall be used as may be required for the engineering studies and report from which a plan shall be adopted for construction.

(a) Upon approval of a specific plan for construction, Hickory agrees to deposit additional funds into the escrow account as estimated by the Engineer for services required to prepare an application and supporting data for State and Federal grant funds and to prepare final plans, specifications, and other contract documents for the construction of the approved project, and the acquisition of easements and land for the proposed facilities.

(b) Claim shall not be made upon the deposits in custody of the Trustee until due and payable out of the Planning and Construction Account for Sewerage Project fund.

(c) In the event the Village is unable to secure said grants from the Missouri Clean Water Commission and the Federal Environmental Protection Agency, or in the event such grants available total less than 70 percent of the eligible construction cost of the project, it is agreed between the parties hereto, that such failure shall constitute an option on the part of Hickory to terminate the covenants of this agreement and the then balance remaining in the escrow account, here established, and payment of all outstanding bills for work in progress at time of termination shall be returned to Hickory.

#### SECTION IV

IT IS FURTHER UNDERSTOOD AND AGREED between the Village and Hickory that before advertisements for bids are published, Hickory shall place in the Trust fund the total amount of money required for completion of the project as estimated by the Engineer, less the amounts of any grants committed and less any funds remaining in the Trust fund. This sum shall be increased from time to time as may be directed and required by the Village for completion of the project and its acceptance by the Environmental Protection Agency, Missouri Clean Water Commission and the Village. Any funds remaining in the

escrow account, her. established, shall be returned to Hickory. In lieu of the payment into the Trust fund by Hickory of the aforesaid amount of money, the Village will accept such security as may be satisfactory to the Village that the total of said funds will be available when and as needed for completion of the project.

#### SECTION V

IT IS UNDERSTOOD AND AGREED that all sewerage facilities constructed with grants in aid from Federal and State funds will be the property of the Village, and that these facilities shall be operated and maintained by the Village. Equitable rates and charges shall be assessed against Hickory for all annual costs as determined by a competent consulting firm.

#### SECTION VI

IT IS UNDERSTOOD AND AGREED that if Hickory shall not have deposited the money into the escrow account as provided by Section III supra within six months from the date hereof, then this agreement shall be null and void.

#### SECTION VII

IT IS AGREED that this agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized representatives the day and year first above mentioned.

VILLAGE OF WOOD HEIGHTS, MISSOURI

By James K. Crowley  
Chairman

ATTEST:

Ralph M. Baughman  
Clerk

HICKORY HILL MOBILE HOME PARK, LTD.

By Byrd A. Kelly

ATTEST:

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Secretary